

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

CASE NO:

PLYMOUTH ROCK ASSURANCE CORP.)  
(as subrogee of Nary Katie Chumnan) )  
  )  
Plaintiff,                         )  
  )  
V.                                    )  
  )  
UNITED STATES OF AMERICA        )  
  )  
  )  
Defendant                         )  
                                       )  
\_\_\_\_\_  
  )

COMPLAINT

FACTS AND PARTIES

I.

This action arises under the Federal Tort Claims Act, 28 U.S.C. sect. 2761 et seq., and this Court has jurisdiction under the provisions of 28 U.S.C. sect. 1346(b).

II.

The Plaintiff, Plymouth Rock Assurance Corporation, maintains a place of business at 695 Atlantic Avenue, Boston, Suffolk County, Massachusetts, and is a duly organized corporation under the laws of the Commonwealth of Massachusetts, United States of America.

III.

On or about February 14, 2019, Nary Katie Chumnan owned an automobile and maintained a contract of motor vehicle insurance for that vehicle with the Plaintiff, Plymouth Rock Assurance Corporation.

IV.

The Plaintiff submitted its claim in the amount of \$6,792.58 to the United States Postal Service, a duly organized body of the United States of America, in accordance with statute, 28 U.S.C. sect. 2761 et seq. on January 27, 2021. The United States denied the Plaintiff's request.

COUNT 1  
(Negligence)

V.

The Plaintiff hereby reavers and realleges each and every allegation contained within paragraphs I through IV as if specifically set forth herein.

VI.

On or about February 14, 2019, Nary Katie Chumnan, a resident of Lowell, Middlesex County, Massachusetts, was operating a motor vehicle in the exercise of due care at or near Chelmsford Street in Chelmsford, Massachusetts, when an individual named Earl Duncan, while acting as an agent, servant, or employee of the Defendant, the United States of America, carelessly and/or negligently struck Nary Katie Chumnan's vehicle.

VII.

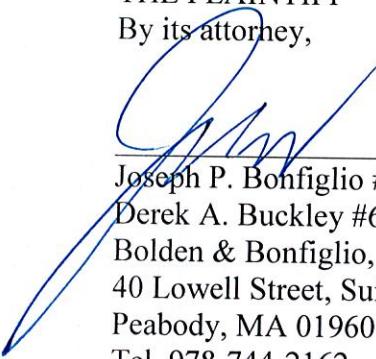
As a result of the Defendant's negligence, Mr. Nary Katie Chumnan's motor vehicle suffered property damage and rental expenses.

VIII.

A claim was made against the Plaintiff by its insured under the property damage portion of the contract of insurance in the amount of \$6,006.01 and in the amount of \$786.57 in rental expenses, which amount to \$6,792.58.

WHEREFORE, the Plaintiff seeks judgment against the Defendant, United States of America in the amount of \$6,792.58, as well as any other relief this court may deem proper.

THE PLAINTIFF  
By its attorney,



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